

Roland-Story CSD

Roland-Story EA

7/1/2006 6/30/2007

# **COMPREHENSIVE AGREEMENT**

between the

**ROLAND-STORY COMMUNITY  
SCHOOL DISTRICT**

and the

**ROLAND-STORY  
EDUCATION ASSOCIATION**

2006 - 2007

## **TABLE OF CONTENTS**

	<b>Page</b>
<b>Article 1</b>	<b>Preamble</b>
	<b>3</b>
<b>Article 2</b>	<b>Recognition</b>
	<b>4</b>
<b>Article 3</b>	<b>Impasse</b>
	<b>5</b>
<b>Article 4</b>	<b>Separability &amp; Savings</b>
	<b>6</b>
<b>Article 5</b>	<b>Seniority and Employment Relationships</b>
	<b>7</b>
<b>Article 6</b>	<b>Procedures for Staff Reduction</b>
	<b>8 &amp; 9</b>
<b>Article 7</b>	<b>In-Service Training</b>
	<b>10</b>
<b>Article 8</b>	<b>Service Year</b>
	<b>11</b>
<b>Article 9</b>	<b>Hours</b>
	<b>12</b>
<b>Article 10</b>	<b>Grievance Procedures</b>
	<b>13 - 15</b>
<b>Article 11</b>	<b>Evaluation Procedures</b>
	<b>16</b>
<b>Article 12</b>	<b>Leaves of Absence</b>
	<b>17 &amp; 18</b>
<b>Article 13</b>	<b>Insurance</b>
	<b>19</b>
<b>Article 14</b>	<b>Duration</b>
	<b>20</b>
<b>Article 15</b>	<b>Compensation Schedule</b>
	<b>21</b>
<b>Article 16</b>	<b>Transfer Procedures</b>
	<b>22</b>
<b>Article 17</b>	<b>Dues Deduction</b>
	<b>23</b>
<b>Appendix I</b>	<b>Salary Schedules</b>
	<b>24 &amp; 25</b>
<b>Appendix II</b>	<b>Supplemental Schedule</b>
	<b>26</b>
<b>Appendix III</b>	<b>Flex Procedures</b>
	<b>27</b>

## **ARTICLE I**

### **Preamble**

This agreement, entered into this 19th day of March 2001 by and between the Roland-Story Community School District, Story City, Iowa, hereinafter referred to as the "Employer" and the Roland-Story Education Association, hereinafter referred to as the "Association", represents the complete and final agreement between the Employer and the Association.

Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

The parties further recognize that attainment of educational objective(s) is a joint responsibility of the employer, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

Whereas, the parties have reached certain understandings, which they desire to confirm in this Agreement, it is agreed as following.

## **ARTICLE 2**

### **Recognition**

The Employer hereby recognizes the Association as the exclusive bargaining representative for the regular full-time and regular part-time certificated teachers including: guidance counselors, librarians, media production director, curriculum chairpersons, and school nurse.

Excluded from representation and coverage are these positions and duties: superintendent, school board secretary, principals, athletic director, substitute teachers, teacher associates, teacher aides, secretaries, supervisor of buildings/grounds, custodians, school bus drivers, transportation director, cafeteria directors, cafeteria cooks, and all other employees excluded under Section #4 of the Act.

Reference is made to the Iowa Public Employment Relations Board, Order of Certification Case No. 457, dated November 24, 1975. Also noted is the stipulation of the bargaining unit amended January 23, 1986.

## **ARTICLE 3**

### **Impasse Procedure**

In the event the Employer and Association have not reached an agreement one hundred twenty (120) calendar days prior to May 31, the parties may meet to select and agree upon a mediator to assist in the negotiations. Either party can request and compel mediation services.

If no mediator can be agreed upon between the parties within three (3) work days, the Iowa Public Employment Relations Board will be requested to appoint an impartial and disinterested person as mediator. The function of the mediator will be to meet with the parties and to assist and encourage a settlement. The mediator has no final and binding powers. Said mediator's expenses and service charges, if any, are to be shared equally between the parties. The mediator will make no comments or written statements to the news media or to anyone other than the negotiating committee regarding negotiations.

After the selected mediator has served and no agreement between the parties has been reached, either party may request and compel arbitration. Mediation will continue during arbitration.

After either party hereto has so notified the other of its referral to arbitration, the parties will meet within five (5) work days after receipt by either party hereto of notice of referral to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service, American Arbitration Association or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which the parties shall select one (1) arbitrator. Within five (5) workdays after receipt of said panel of arbitrators the parties will meet to select the sole arbitrator at one setting. Such selection shall be by agreement, if possible; otherwise, by parties alternately eliminating names from the list. The arbitrator whose name remains on said list shall be accepted by both parties as the sole arbitrator. When, prior to May 26, an arbitrator has been selected and a hearing date established the arbitration process would be allowed to proceed to completion.

The fees and expenses of the arbitrator will be paid equally by the parties. Mediation and arbitration will not be held during normal school hours. This requirement will so be noted in any formal request for mediation or arbitration. Each party shall pay its own cost of preparation and presentation for mediation and arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and the transcripts. The arbitrators decisions or settlement on said mandatory impasse item(s) shall be made in writing to both parties no later than five (5) calendar days prior to May 31. The arbitrator's decision(s) will be final and binding on both parties. The parties may continue to negotiate during arbitration.

## **ARTICLE 4**

### **Separability and Savings**

If any provision(s) of this Agreement is (are) subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, then this provision(s) shall be deleted from this Agreement to the extent that it violates the law. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties shall meet and discuss a substitute provision(s) for those parts or provisions rendered or declared illegal or invalid.

## ARTICLE 5

### Seniority and Employment Relationships

- A. Seniority shall mean teaching experience within the District until the beginning of the employee's third year of employment in the Roland-Story District when it then shall mean the employee's total teaching experience.
- B. The employment relationship shall be terminated as follows:
  - 1. An accepted employee resignation.
  - 2. The individual teaching contract is not renewed.
  - 3. Employee retires.
- C. As long as an individual is employed by the Employer, either in or out of the bargaining unit, his/her seniority continues to accumulate.



## ARTICLE 6

### **Procedures for Staff Reduction**

Coverage All employees under this Agreement.

Layoffs: The Employer shall have the right to determine when it is necessary to have a reduction in staff. When, in the judgment of the Employer, there is a necessity for a reduction in staff, the Employer shall attempt to accomplish such reduction by attrition. In the event necessary reduction of staff cannot be accomplished by attrition and the Employer in its discretion deems it necessary to have a reduction in staff, the Employer shall determine which employees are to be retained using the following procedures:

Procedures: In the event necessary staff reduction cannot be adequately accomplished by attrition, the Employer shall base its decision as to the resulting layoff by considering aspects of the existing programs. Seniority will be considered as a major factor in addition to other factors which could include: relative skill, ability, competence and qualifications of the available employees to do the available work. If a choice must be made between two employees of equal skill, ability, competence, and qualifications to do the available work, the employee with the least seniority will be laid off.

Employees who are to be laid off will be notified in writing by the Employer through its official agent, the Superintendent.

Employees recommended for layoff who are dissatisfied with the decision of the Employer may request, in writing, within five (5) days, a private hearing with the Employer. Pursuant to said hearing; any action taken by the parties shall follow the procedures in Section 279 of the Code of Iowa.

The order of employment will be determined with the following areas of specialization: (a) PK-6 (b) 7-12 (c) Special teacher (as certified by the State of Iowa.)

Special consideration will be given for experience in two or more of these areas of specialization as layoff decisions are made.

Staff members whose jobs are to be eliminated will be given first consideration for other available positions in the district, provided they qualify for the vacancy and are certified.

Recall: A teacher terminated based upon staff reduction will be recalled to available positions provided they qualify for the vacancy and are certified if their wishes are made known in writing to the Superintendent within the sixty (60) calendar day period immediately subsequent to said employee termination. The employee will be responsible for keeping the Superintendent informed, in writing, of his or her current mailing address. The affecting personnel will be recalled for vacancies for which they qualify and are certified for in reverse order of termination for a period of two (2) years from date of layoff. However, an employee may, by writing to the Superintendent, waive recall rights at anytime during this two (2) year period. An employee shall have three (3) days to respond to a recall notice if an immediate replacement is needed. This employee shall have two (2) weeks to respond to a recall notice if the replacement is needed for the subsequent school year. The recalled employee will have sick leave accumulated to date of termination reinstated, and will continue on the salary schedule placement from where they were when they were terminated by staff reduction.

## **ARTICLE 7**

### **In-Service**

In-Service is staff development provided or made possible by the Employer. The parties will work with representation on SIT and use SIT for recommendations and suggestions concerning in-service. The RSEA may have one (1) local district representative on SIT. It will be the RSEA's responsibility to monitor this.

## ARTICLE 8

### Service Year

The regular contract for the returning employees shall be 193 days. New employees shall have a service year of 194 days, thus allowing a necessary one-day work orientation before the reporting of employees experienced in the district. Extended contracts, extra-curricular and/or co-curricular assignments for which an employee received compensation shall be between the employee performing the service and the Employer. The contract shall include the following:

1. (180) teacher-student contact days.
2. Five (5) workdays for employees to be used for areas such as: parent-teacher conferences, pre-school workshop, clerical and record keeping or other related use as determined by the Employer.
3. In-service apportioned by the Employer, will consist of two (2) non-student contact days and six (6) sessions during student contact days.
4. (6) holidays as follows:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Christmas Eve Day	Memorial Day

If any of the above holidays fall on a Sunday, it shall be observed on Monday. If any of the above holidays fall on a Saturday, it shall be observed on Friday.

Recommendations and suggestions may be made to the Superintendent, or his designee regarding the organization of the District's calendar.

When school is closed because of an emergency, employees of that school shall have direction from the building principal. Employee attendance shall not be required when student attendance is not required due to inclement weather. Days when school is closed early due to inclement weather, employees shall have direction from the building principal.

## ARTICLE 9

### Hours

The normal workday shall consist of not more than eight (8) hours of duty. No employee shall be required to report for duty earlier than 8:00 AM nor remain for duty after 4:00 PM except for teachers having other assignments, faculty and/or other professional meetings as determined by the Employer. Workdays in the school year when students are not in attendance shall be used for tasks and work assigned by the superintendent or his/her designee. On Fridays, or on days preceding school holiday vacation, the employees' day shall end twenty (20) minutes after the close of the student's day. The Employer may decide to authorize a less than stated normal workday.

Employees, with the permission of the building administrator, may use Flex Time at the beginning or end of the workday. Flex-time is defined as the 30 minutes prior to the beginning or end of the normal workday. Employees will not be granted flex-time on days of in-service, days of scheduled or emergency building meetings, and if not approved by the building administrator. The building administrator will have the final right to approve or deny any requests. The employee requesting the schedule change is required to arrange for "coverage" for any assigned duties. If said employee is unable to obtain coverage, the building administrator will assist. If no coverage can be secured, the request will be denied. Both the employee and building administrator are encouraged to remain flexible with this provision. The practice of "flex time" will be guided by the following minutes from 2003-2004 negotiations:

Minutes of meeting to discuss policy for altering workday.

Negotiations at the end of the 2003-2004 school year included 10 days for staff to alter the work day from the hours specified in the contract.

After discussion, the following was established.

1. The joint committee wishes to keep an open policy on altering the school day. The administrator, as noted in the contract, has the right to alter the school day upon a teacher's request.
2. Requesting an altered school day does not mean less contractual hours. It means starting and stopping the school day at different times.
3. Unless the amount of altered school days becomes a concern for administrators, the office will not keep track of the number of times each faculty member requests to alter the work day.
4. Teachers do not have to make up the altered time in the day of the altered schedule. This can be done at teacher's discretion.
5. Teacher must directly ask administrator for altered school day.
6. Teacher must give reason for altered school day.
7. Administrator has the right to deny altered school day.
8. Teachers do have a right to ask for altered days for both pressing and non-pressing concerns.
9. Teachers must be careful that non-pressing concerns are handled in a professional manner. The time for non-pressing concerns should be made up on the day of the request.
10. Pressing matters include doctor's appointments, other official appointments, and official family and school events.
11. The negotiated number of days was ten changes per year. If a teacher does request more, especially for non-pressing concerns, s/he should expect to be denied.
12. Both teachers and administrators understand that some years and some situations (such as many doctor's appointments for a special concern) might increase one year's requests over the 10 negotiated. This will be handled in private between teacher and administrator.

The Employer may assign extra duties as associated with the teaching profession. Employees may be required to attend, without additional compensation, faculty and/or professional meetings (not to exceed four (4) per month) either before or after the normal workday. Employees may be required, without additional compensation, to attend evening meetings or assignments outside the normal workday. Such evening meetings or assignments shall not exceed eight (8) per school year unless mutually agreed to. Other meetings of a pressing nature may be scheduled at the Superintendent's discretion.

## ARTICLE 10

### Grievance Procedure

#### Section 1:

Grievance: A grievance is a claim made by an employee or employees that there has been a violation, misapplication, or misinterpretation of any specific provision(s) of this Agreement.

Aggrieved person: An "aggrieved person" is the employee or employees making this complaint.

Party in interest: A "party in interest" is the aggrieved person making the complaint, the Association, or the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

#### Section 2:

Purpose: The purpose of this article is to provide a method for the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this Agreement. The Employer, Association and the employees shall attempt to resolve informally or at the earliest possible stage all grievances.

#### Section 3:

All time limits herein shall consist of work days, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer representative's last answer. The time limits, however, may be extended by mutual agreement. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

#### Section 4:

Employees covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Level one grievance may be presented or processed on employee preparation time. If a representative is desired at level one, it must also be on his/her preparation time. Level two and above grievances will be presented or processed outside normal school hours unless otherwise agreed to by the Employer. An aggrieved person may be represented at any steps of the grievance procedure by himself or herself, or at his or her option, by or with a representative selected or approved by the Association.

Section 5:

Level One: An employee with a grievance shall attempt to adjust it with her or his immediate supervisor, principal or designated representative with the objective of resolving the matter within eight (8) work days of its occurrence.

Level Two: If the grievance is not settled at level one, the aggrieved employee shall file the grievance in writing, sign it, and present it within five (5) work days to his or her immediate supervisor, principal or designated representative for his or her decision.

The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, and shall state a remedy requested. The immediate supervisor, principal, or designated representative shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days.

Level Three: In the event a grievance has not been satisfactorily settled at the second level, it shall be appealed in writing to the superintendent or his designated representative within five (5) working days. Within ten (10) working days after such written grievance is filed, the aggrieved and the Superintendent or his designee will agree to meet to resolve the grievance. The Superintendent or his designee shall give a written answer within ten (10) working days of the third-level meeting to the employee and his/her principal.

Level Four: If the grievance is not resolved satisfactorily at level three, there shall be available a fourth level of binding arbitration. The employee may submit, in writing, with the approval of the Association, a notice to the Superintendent or his designee within ten (10) working days from receipt of the level three answer to enter into such arbitration.

The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within ten (10) working days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within ten (10) working days, the Federal Mediation and Conciliation Service or the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators from which the parties shall select one (1) arbitrator. Within five (5) work days after receipt of said panel of arbitrators the parties will meet to select the sole arbitrator at one setting.

Such selection shall be by agreement, if possible; otherwise, each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. Expenses for the Arbitrator's services shall be borne equally by the Employer and the Association.

The Arbitrator's decision shall be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The Arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the Arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provisions, statute, ordinance, or special legislative act.

Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case, the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The Arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. Said Arbitrator shall have no power over the professional salary schedule covered by this Agreement. The Arbitrator's written decision in matters over which he/she has jurisdiction will be final and binding on the parties.

If any claim or complaint is filed in any manner other than under the grievance procedure of this Agreement, the Employer shall not be required to process the same claimed set of facts through the grievance procedures.

All meetings and hearings under this procedure shall be conducted in private and not open to the public and shall include only witnesses, the parties in interest, and/or their designated or selected representatives, heretofore referred to in this Article.

Section 6:

Availability of Forms: Forms for filling a grievance shall be available at the Superintendent's office, the office of the Principal of each building, or through the building Association faculty representative.

Written notice(s) and written replies dealing with the processing of a grievance(s) shall be filed in a separate grievance file in the Superintendent's office.



## ARTICLE 11

### Evaluation Procedure

The building principals or appropriate supervisors shall acquaint employees under their supervision with the evaluation procedures to be used in the evaluation process. This shall be done at the beginning of the school year and no formal classroom observations shall be conducted until such information is given.

The revised evaluation procedures were developed and will continue to be monitored by a joint RSEA/administrator committee. The program has been approved by the school board. The core expectations are at the heart of this three-track system. For all staff, there is an expectation that these standards will be met on a continual basis. The system is designed to enhance professional practices. The system will encourage teachers to improve instructional strategies and continue to grow professionally.

Time limits of observations will be at the discretion of the Employer, except that an employee may request a minimum of a 30-minute observation. Also short, informal visits by administrators and peers are encouraged.

Problems of a serious nature shall be called to the attention of the employee so that an opportunity for making improvements may exist.

The employee will be given a non-grievable written evaluation report prior to the formal conferences. The employee may attach a written response to the file copy of the written report. The employee shall sign the written report, such signature will be understood to indicate the employee's awareness of the report, but would not necessarily be interpreted to mean agreement with the report.

If the Employee disagrees with the formal evaluation, a conference with the Superintendent may be requested. A written summary of this conference will be included with the evaluation.

Information resulting from said formal evaluations, in additions to other information obtained through informal observations, will be utilized in completing the employee's evaluation.

Employees shall have the right to review the content of their official evaluation file.

Nothing in this Article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by their Employer.

## ARTICLE 12

### Leaves of Absence

#### Sick Leave:

The Iowa law on sick leave for public employees provides for leaves of absence with full pay for personal injury or illness which prevents the employee from being present for work. Sick leave cannot be used for deferment of treatment or medical service that would be possible other than during the school year. Minimum amount of sick leave that can be granted is one half day. The employer shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence. The Board shall grant leaves in the following minimum amounts:

First year of employment .....	10 days
Second year of employment .....	11 days
Third year of employment .....	15 days
All subsequent years of employment .....	15 days
Cumulative to .....	105 days

Experienced teachers new to the district will be allowed to bring previously accumulated sick leave into the district not to exceed 45 days. All accumulated sick leave is forfeited upon the termination of employment.

#### Bereavement Leave

Each employee shall be entitled to have five (5) days of leave per death of husband, wife, child, mother, father, spouse's mother, spouse's father. Each employee shall be granted two (2) days of leave per death or funeral of relatives consisting of brother, sister, son-in-law, daughter-in-law, grandparents, grandchild, brother-in-law, or sister-in-law. Additional days may be granted for family death at the discretion of the Superintendent and such granting or denying of additional days shall not be grievable under this agreement. In the event of the death of a person other than those mentioned above, an Employee may be granted by the Employer the time essential, up to one (1) day, of paid leave to attend the funeral. Bereavement leave shall not count against sick leave. Personal leave may be used to extend the bereavement defined above.

#### Family Illness Leave

Employees may be granted up to five (5) days paid leave per year, for illness of the Employee's spouse, child, sibling, parent, or parent-in-law. Such leave must be approved by the building principal, who may require such reasonable evidence as he/she desires confirming the medical necessity and who may determine the need for the employee to be absent from duty. Leaves for family illness shall be deducted from any accumulated sick leave. In the event of an emergency (i.e. hospitalization or extenuating circumstances beyond the employee's control) the building principal, with the approval of the superintendent, may approve up to three (3) additional days of family illness leave.

Professional Leave:

One day each semester, without accumulation, will be granted to teachers each year for professional leave. These days are not to be used on the day before or after a holiday, or in the months of August or May. **Exceptions** to the above provisions may be granted for scheduled conferences. These days, to be approved by the administration, can be used to visit other schools, to attend seminars, and/or to attend conferences. The request for leave shall be made at least ten (10) work days prior to the first day of anticipated absence. The employer will budget money to assist in supplementing professional leave expenses.

Association Leave:

Up to two (2) delegates and in addition no more than one (1) district or state officer may each be granted leave of absence with pay to attend the Iowa State Educational Association Delegate Assembly for two (2) days. The local association shall pay the cost of the substitutes used for the delegate(s). The request for leave shall be made at least ten (10) days prior to the first day of anticipated absence.

Personal Leave:

Employees shall be allowed two (2) days per year cumulative to three (3) days to conduct essential personal business that could not be conducted outside the normal workday. Except in the case of an emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the building principal. Should an emergency occur where it would not be possible to make an application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the principal. All consecutive days of employee absence immediately preceding or immediately following a legal holiday, school vacation period, or school recess, or days during the first or last week of the school year shall not be recognized for personal leave. No more than one (1) employee in each attendance center shall be on personal leave the same day. Those who first give notice will be granted paid leave. Exceptions to the number absent may be granted. Personal leave shall be utilized before consideration is given for special leave.

Special Leave:

Time away from duty may be granted upon written request to the employee's principal and dependent upon the approval of the Superintendent or his/her designee.

The written request for special leave must be made three (3) work days in advance of the leave request. The three-day advance notice may be waived in an emergency situation. On the request, the employee shall state whether they want the leave to be considered paid or unpaid. Extended unpaid special leave may also be granted. The extended leave request will be made in writing stating the reason(s) and delivered to the Superintendent. The employee on extended leave will have sick leave accumulated reinstated and will continue on the salary schedule placement from where the employee was at the time extended leave was taken. Each request for special leave shall be considered on its individual merits. The compensation status shall be determined by the Superintendent.

## ARTICLE 13

### Insurance

- A. The Employer will provide an allowance monthly for each employee on a full time equivalency basis which may be applied toward the purchase of employee benefits from a menu of options. The amount will be determined annually. The menu of employee benefits will be established by a committee composed of representatives appointed by the Board and representatives appointed by the Association.

Appendix III will be used to implement the FTE basis.

The district shall adopt Health Info Line as a mandatory basis effective July 1, 1988.

- B. The employer will pay 100% of the long-term disability insurance program as agreed upon by both units for each eligible school employee.
- C. Each employee shall choose between receiving the maximum salary set forth on the salary schedule in the form of salary or receiving family medical insurance. An employee who elects to have the district pay the premium for family coverage shall be paid a salary reduced by the amount of such premium. This section of the contract in its entirety shall not be grievable.
- D. An employee on approved extended leave will not be provided insurance benefits by the Employer. While insurance benefits will not be provided during the leave by the Employer, the employee may purchase such benefits, at their own expense, as long as this is not in violation of the insurance carrier's agreement.
- E. The Employer shall have the sole and exclusive right at any time to procure insurance providing benefits at least equivalent to those agreed upon.
- F. Coverage shall be for the Duration of Employment, new employees shall be covered, if application is made timely, on the first of the month following, or coinciding with their date of Employment.
- G. All insurance coverage is subject to the insurance carriers' conditions and regulations.

## ARTICLE 14

### Duration

This Agreement shall become effective on August 15, 2006 and shall continue in full force and effect without change until midnight, August 14, 2007 and shall be automatically renewed from year to year thereafter unless prior to the automatic renewal date either party gives notice of its desire to modify, amend, or terminate this Agreement as hereinafter provided.

If either party should desire to modify, amend, or terminate this Agreement, it shall be given at least thirty (30) days prior to August 15, 2006, or any subsequent August 15, give written notice by registered mail to the other party expressing such intention. It shall be the responsibility of each party to keep the other informed of their current official address.

It is expressly understood and agreed that all functions, rights, powers, practices, or authority of the Administration of the School District and Employer which are not specifically limited by the expressed language of this Agreement are retained by the Employer provided, however, that no such right shall be exercised so as to violate any of the specific expressed provisions of the Agreement.

The Employer assumes no responsibility for any employee of Association expense involved in negotiations, administration, or application of the contract other than that granted by specific provisions included in the Agreement.

On August 15, 2006 Appendix I and IIIB of Article 15, may be opened for negotiating possible increases or decreases that may become effective beginning August 15, 2006 of the Agreement.

This Agreement supercedes and cancels all previous agreements between the Employer and the Association or any employee(s), and constitutes the complete and final agreement between the parties, and concludes collective bargaining for its term. Except, on August 15, 2006 other individual articles may be opened by mutual agreement with any modification becoming effective the fourth year August 15, 2007 of this Agreement.

During the life of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement or on other subjects not specifically set forth in this Agreement.

Employer

Association

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R-S Community School District

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R-S Education Association

## ARTICLE 15

### Compensation Schedule

#### Basic Salary of Employees

The basic salary of regular full-time employees covered by this Agreement is set forth in Appendix I, which is attached to and incorporated in this Agreement. The basic salary of regular part-time employees shall be at a ratio proportionate to the employee's part-time condition of employment.

#### Schedule of Supplemental Pay for Extra Duties

An employee assigned extra duties beyond those connected with regular classroom duties, will be paid on the schedule of extra pay for additional duties as set forth in Appendix II, which is attached hereto and incorporated in this Agreement. An employee may be released from assigned extra duties at his/her request as soon as a suitable replacement, as determined by the Employer, has been employed.

The salary and supplemental pay schedules contained in this Agreement shall be effective as of the first day of the employee work year. Deferred payments to employees for work performed prior to this collective bargaining will be made with reference to the salary schedule in effect when the work was performed.

Each employee shall be paid in twelve (12) equal installments. Employees shall receive his/her checks on the 20th day of each month at his/her regular building and on regular school days with the following exceptions:

1. When a pay date falls on or during a school holiday, or weekend, employees shall receive their paychecks on the last previous workday.
2. Summer checks will be mailed in June to the employee's designated address or direct deposited.

Mileage for approved professional travel involving the employee's own automobile will be reimbursed.

Each present employee shall maintain his/her present status as related to the current salary schedule.

The employer shall have the ability to hire above schedule and/or offer incentives in response to applicant shortfalls.

The employer may withhold both vertical and horizontal increments from any employee giving unsatisfactory service as determined by the employer.

## ARTICLE 16

### Transfer Procedures

Voluntary Transfers: Any employee who desires to volunteer for transfer from one building or position to another shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and building to which the employee wishes to transfer. Such statement shall expire when the vacancy is filled. The vacancy will be filled based upon the needs of the school district as determined by the Employer. A vacancy that occurs during the school year will be posted by the Superintendent in each building. A vacancy that occurs during the summer months will be posted at the central office and delivered to the Association.

Voluntary requests will be considered by the employer when deciding who will be selected from among current employees and new applicants to fill the vacancy. If more than one current employee applies, the following factors will be considered; seniority, relative skill, ability, competence and qualification.

After the current employee has been notified that the position has been filled, if the employee involved desires, a meeting between the employee and employer will be held.

Involuntary Transfers: An involuntary transfer will be made only when the employer determines it necessary. A meeting between the employee and the employer will be held before the involuntary transfer is made. A written notice of involuntary transfer will be given to the employee as soon as practical. Voluntary requests will be considered before a transfer is made.

Nothing in the transfer procedures shall be construed as restricting the employer from exercising it's right to temporarily fill any vacancy.

## **ARTICLE 17**

### **Dues Deduction**

The Association will inform each of its members of the voluntary nature of authorization for each allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization.

The Association agrees to acquire and distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part and that the member may also terminate the dues check-off at any time by giving thirty (30) days written notice to the Employer.

The Association, before October 15 in any year, shall pay the Employer the sum of one dollar (\$1.00) per authorization form submitted for deductions under this provision.

Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines or similar items.

The Association will certify to the Employer in writing the current amount of its membership dues. Any changes in the amount of its membership dues will be certified in writing to the Employer thirty (30) days prior to the effective date of such change. Such changes shall not be deducted until the beginning of the next school year.

Authorization cards must be received in the office of the secretary of the School District on or before October 1. Such authorization shall continue in effect for one (1) year. A new deduction check-off authorization card shall be required for each school year.

Pursuant to a deduction authorization, the dues deduction shall be on the basis of one/eleventh (1/11) of the total amount of dues to be deducted.

The Employer shall transmit to the Association the dues deducted within a reasonable time, after the pay period.

The Association agrees to indemnify and hold harmless the Employer, and the Employer's authorized representatives from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Association.



**APPENDIX I**  
**2006-2007 SALARY SCHEDULE with PHASE I and II**

Exp. Step	Index	BA 1 00	BA 12 1 05	BA 24 1 10	MA 1 15	MA 12 1 20	MA 24 1 25
		1.00	1.05	1.10	1.15	1.20	1.25
Index	1.00	26,724	28,060	29,396	30,733	32,069	33,405
Phase	1.04	27,793	29,183	30,572	31,962	33,352	34,741
Phase	1.06	28,327	29,744	31,160	32,577	33,993	35,409
Phase	1.09	29,129	30,586	32,042	33,499	34,955	36,411
No. Exp.	1.12	29,931	31,427	32,924	34,421	35,917	37,414
1 Year	1.16	31,000	32,550	34,100	35,650	37,200	38,750
2 Years	1.20	32,069	33,672	35,276	36,879	38,483	40,086
3 Years	1.24	33,138	34,795	36,452	38,108	39,765	41,422
4 Years	1.28	34,207	35,917	37,627	39,338	41,048	42,758
5 Years	1.32	35,276	37,039	38,803	40,567	42,331	44,095
6 Years	1.36	36,345	38,162	39,979	41,796	43,614	45,431
7 Years	1.40	37,414	39,284	41,155	43,026	44,896	46,767
8 Years	1.44	38,483	40,407	42,331	44,255	46,179	48,103
9 Years	1.48	39,552	41,529	43,507	45,484	47,462	49,439
10 Years	1.52	<u>BA@.03</u>	42,331	44,683	46,714	48,745	50,776
11 Years	1.56		<u>BA@.03</u>	45,484	47,943	50,027	52,112
12 Years	1.60				49,172	51,310	53,448
13 Years				<u>BA@.03</u>	49,974	52,112	54,250

**APPENDIX I**  
**2006-07 REGULAR SALARY SCHEDULE**

Exp. Step	Index	BA 1 00	BA 12 1 05	BA 24 1 10	MA 1 15	MA 12 1 20	MA 24 1 25
		1.00	1.05	1.10	1.15	1.20	1.25
Index	1.00	26,074	27,377	28,681	29,985	31,289	32,592
No. Exp.	1.04	27,117	28,473	29,828	31,185	32,541	33,896
1 Year	1.06	27,683	29,021	30,402	31,785	33,166	34,548
2 Years	1.09	28,420	29,842	31,263	32,684	34,105	35,525
3 Years	1.12	29,203	30,663	32,123	33,584	35,043	36,504
4 Years	1.16	30,246	31,758	33,271	34,783	36,295	37,807
5 Years	1.20	31,289	32,853	34,418	35,982	37,547	39,111
6 Years	1.24	32,332	33,949	35,565	37,181	38,798	40,414
7 Years	1.28	33,375	35,043	36,712	38,381	40,050	41,718
8 Years	1.32	34,418	36,138	37,859	39,580	41,301	43,022
9 Years	1.36	35,461	37,234	39,007	40,779	42,553	44,326
10 Years	1.40	36,504	38,328	40,154	41,979	43,804	45,629
11 Years	1.44	37,547	39,424	41,301	43,179	45,056	46,933
12 Years	1.48	38,590	40,519	42,449	44,378	46,308	48,236
13 Years	1.52	<u>BA@.03</u>	41,308	43,596	45,578	47,559	49,541
14 Years	1.56		<u>BA@.03</u>	44,384	46,777	48,810	50,844
15 Years	1.60				47,976	50,062	52,148
16 Years				<u>BA@.03</u>	48,765	50,851	52,937

## APPENDIX II Supplemental Pay

### Level I

11.00% Football Head Coach H.S.  
Basketball Head Coach H.S.  
Wrestling Head Coach H.S.  
Volleyball Head Coach H.S.  
Baseball Head Coach H.S.  
Softball Head Coach H.S.  
Vocal Music H.S. with Musical/Variety Show  
Instrumental Music H.S. with Marching/Pep Band

### Level V

3.00% Asst. Coach 7th &/or 8th  
Asst. H.S. Musical/Variety Show  
Asst. H.S. Musical/Variety Show  
(Set Crew)  
Co-Large Group Speech H.S.  
Debate  
Cheerleading Sponsor Winter  
(without competitions)  
Concessions

### **Level II**

7.00% Track Head H.S.  
Cross Country Head Girls & Boys  
Football Asst. H.S. Coach  
Basketball Asst. H.S. Coach  
Wrestling Asst. H.S. Coach  
Volleyball Asst. H.S. Coach  
Softball Asst. H.S. Coach  
Baseball Asst. H.S. Coach  
Cheerleading Sponsor Fall & Winter  
Yearbook Sponsor

### Level VI

2.00% Fall Cheerleading  
without Competitions  
Asst. H.S. Play  
Asst. H.S. Play Set Crew  
Junior Class Sponsor  
Asst. Large Group Speech  
Co-Individual Speech

### Level III

5.00% Baseball Asst. (jr. high & 9<sup>th</sup> gr.)  
Softball Asst. (jr. high & 9<sup>th</sup> gr.)  
Basketball 9th Grade  
Volleyball 9th Grade  
Track Co-Head H.S.  
Football Head 7th  
Football Head 8th  
Basketball Head 7th  
Basketball Head 8th  
Wrestling Head 7th & 8th  
School Play H.S.

### Level VII

1.00% Asst. Individual Speech  
National Honor Soc. Co-Sponsor  
Student Council Co-Sponsor  
Key Club Sponsor  
Choreographer (as approved)  
Cheer Competition (per season)

### **Level IV**

4.00% Track Asst. Coach H.S.  
Cross Country Head Coach H.S. Boys  
Cross Country Head Coach H.S. Girls  
Cross Country Asst. H.S. Boys & Girls (combined if approved)  
Cross Country 7th & 8th Boys & Girls  
Golf Head Coach H.S. Boys  
Golf Head Coach H.S. Girls  
Track 7th & 8th Boys  
Track 7th & 8th Girls  
Volleyball 7th & 8th  
Instrumental Music 7th & 8th  
Large Group Speech H.S.  
Individual Speech H.S.  
Co-Yearbook H.S.  
Newspaper H.S.

## APPENDIX III FLEX PROCEDURES

### A. FTE Agreement

It is hereby agreed between the RSEA (Association) and RSCSD (District) as follows:

- 1) That all full-time and part-time employees employed by the District under the 88-90 collective bargaining agreement shall forever be granted any and all insurance benefits, premium payments and advantages enjoyed by the full-time employees, as long as they continue employment with the District as either full-time or part-time employees.
- 2) That part-time employees hired for 1990-91 or any sub-sequent year shall receive hospitalization and medical insurance premium payments equivalent to the proportion of full-time which they are individually contracted for with the District, (i.e. half-time individual contract equals half hospitalization and medical insurance premium payments). But in all other respects, such as insurance benefit coverages, deductibles and co-payments as well as one hundred percent premium payments for long term disability insurance, will remain the same as for full-time employees.

### B. Annual Amount

The Board will provide \$400 per month to current employees not participating in the District's health and major medical insurance program. Employees participating in the insurance program will receive \$404 per month to cover the least expensive single plan offered by the district. That contribution must be applied to the district's plan and may not be applied to insurance outside the district's plan.

New employees to the District will be required to participate in the insurance program. The District will provide the least expensive single coverage for those new employees. New employees will not be allowed to opt out of the district program for health and major medical insurance.

Current employees participating in the district health and major medical insurance program will have the opportunity to opt out of the program until May 1, 2006. They must have proof of acceptable group health and major medical insurance coverage prior to being allowed out.

Employer

Association

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R-S Community School

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R-S Education Association